

Dike-New Hartford CSD

Dike-New Hartford EA

7/1/2006 6/30/2007

**COLLECTIVE BARGAINING AGREEMENT**

between the

**BOARD OF EDUCATION**

of the

**DIKE-NEW HARTFORD  
COMMUNITY SCHOOL DISTRICT**

and the

**DIKE-NEW HARTFORD  
EDUCATION ASSOCIATION**

**July 1, 2005 to June 30, 2007**

## TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE</u>
Article I - Definitions	2
Article II - Grievance Procedure	3
Article III - Employee Hours	6
Article IV - In-Service Education	7
Article V - Regular Compensation	8
Article VI - Supplemental Compensation	10
Article VII - Leaves	11
Article VIII - Employee Evaluation Procedure	18
Article IX - Seniority	20
Article X – Transfers, Realignment and Reassignment	21
Article XI - Reduction of Staff	22
Article XII - Medical Examination	25
Article XIII - Insurance	26
Article XIV - Holidays and Vacations	29
Article XV - Dues Deduction	29
Article XVI - Other Payroll Deductions	30
Article XVII - Miscellaneous	30
Signatures	32
Memorandum of Agreement	33
Schedule "A" (2005-06)	34
Schedule "B" (2005-06)	35

## COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (hereinafter to be referred to as "Agreement"), made and entered into this 13<sup>th</sup> day of April, 2005, pursuant to the provisions of Chapter 20 of the Code of Iowa, commonly known and referred to as The Public Employment Relations Act, by and between the Board of Education (hereinafter referred to as "Board"), and Education Association (hereinafter referred to as "Association"), for and in consideration of the mutual covenants and agreements herein contained as follows:

### ARTICLE I - DEFINITIONS

It is understood and agreed that throughout this Agreement the following words and phrases shall have the designated meanings, unless the contrary expressly appears, when used herein:

- A. "Employee" or "Employees" - Such words shall refer only to employees within the defined Bargaining Unit;
- B. "PERA" - Such initials shall refer to the Public Employment Relations Act as that Act is set forth in Chapter 20 of the Code of Iowa (1977);
- C. "PERB" - Such initials shall refer to the Public Employment Relations Board as defined, designated and provided for in said Chapter 20 of the Code of Iowa (1977);
- D. "His" - Such word as used in this Agreement shall be interpreted to include both the masculine and feminine gender;
- E. "Seniority" - From the most recent date of hire, seniority shall be the number of years of professional service by the employee to the Dike Community School District, the New Hartford Community School District, and/or the Dike-New Hartford Community School District. Any employee granted a one year board-sanctioned leave of absence, would not earn a year of seniority;
- F. "Professional Education" - Such phrase as used in this Agreement shall mean and refer to educational classifications as are provided for and implemented on the current salary schedule;
- G. "Professional Performance" - Such phrase as used in this Agreement shall mean and refer to evaluations of the employee's professional capabilities in accord with the provisions of Article VIII - Employee Evaluation Procedure, of this Agreement;
- H. "Educational Certification" - Such phrase as used herein shall mean and refer to certification issued by the State of Iowa, Department of Education;

- I. "Year of Service" - Such phrase as used in this Agreement shall be defined as One Hundred Twenty (120) or more days of actual service to the Dike-New Hartford Community School District during any one (1) contract year, which day shall not include credit for any day wherein the teacher utilizes non-compensated leaves provided for in this Agreement;
- J. "The Board" - Such phrase as used in this Agreement shall refer to the Board of Education of the school district or their designee;
- K. "The Association" - Such phrase as used in this Agreement shall refer to the Education Association or their designee;
- L. "North Central Association" - Such reference shall be applicable only for the elementary and/or secondary instructional levels and buildings for which the Board of Education elects voluntary membership in the school's program accreditation. Such accreditation is based upon the school's ability and willingness to meet and sustain the pre-conditions for quality expressed in precise, objective standards established by the North Central Association;
- M. "Continuous Service" – From the most recent date of hire, continuous service shall mean years of professional service to the school district without being broken by a resignation;
- N. "Tenured" – A teacher with three years of teaching experience, and whose probationary period has not been extended by mutual agreement of the teacher and the district, is considered tenured for the purposes of this contract.

## ARTICLE II - GRIEVANCE PROCEDURE

### A. DEFINITIONS

#### 1. Grievance

A grievance shall mean a claim that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

#### 2. Aggrieved Person

- a. Every employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures.
- b. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar from further appeal.

#### 3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

## B. PROCEDURE

### 1. Time Limits

*The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the employee and the Administration.*

### 2. Year-End Grievance

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year would result in irreparable harm to the aggrieved party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.

### 3. Level One

- a. An attempt should be made to resolve any alleged grievance in informal, verbal discussion between the grievant and the building principal.
- b. An attempt may be made to resolve any grievance in informal verbal discussion between the employee and his superintendent prior to proceeding to Level Two.

### 4. Level Two

- a. If, after the informal discussion with the principal and/or superintendent at Level One, the grievance cannot be resolved, the aggrieved person may invoke the formal grievance procedure by filing the grievance in writing with the building principal. The filing of the formal written grievance must be within fifteen (15) school days of the date of occurrence of the event giving rise to the grievance. The written grievance shall be signed by the grievant. A copy of the grievance shall be delivered to the appropriate principal. If the grievance involves more than one school building, it shall be filed with both principals. The written grievance shall be dated, state the nature and date giving rise to the grievance, shall note the specific clause or clauses in the contract upon which the grievance is based and shall state the remedy requested.
- b. The appropriate principal(s) shall make a decision on the grievance and indicate his disposition of the grievance in writing to the aggrieved person and the Superintendent within ten (10) school days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made at Level Two within the ten (10) school day period, the grievance may be transmitted to Level Three.

5. Level Three

- a. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved person shall file, within five (5) school days of the principal's written decision at Level Two (or if there has been no written disposition at the second level within fifteen (15) school days of the presentation of the formal grievance) a copy of the grievance with the Superintendent.
- b. The Superintendent shall meet with the aggrieved person within ten (10) school days of receipt of the grievance from the aggrieved person. Within ten (10) school days of the third level grievance meeting, the Superintendent shall file an answer in writing with the aggrieved person, the Association, the appropriate principal, and the Board.

6. Level Four

- a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level or arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving person to the Superintendent within ten (10) school days from the receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the Iowa Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Each of the two parties will alternately strike one name at a time from the panel until only one name remains. The remaining name shall be the arbitrator. The parties agree that the rules of the American Arbitration Association shall apply.
- b. The arbitrator so selected may confer with the representatives of the Board and the Association. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision. Said hearings shall be held promptly and the arbitrator shall issue his decision as soon as possible after the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact along with his reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The arbitrator, in his opinion, shall not amend, modify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of the agreement.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other costs shall be borne equally by the school district and the Association. Any other expenses incurred shall be paid by the party incurring them.

#### C. RIGHTS OF EMPLOYEES TO REPRESENTATION

Any aggrieved person may be represented at all stages of the Grievance Procedure by himself or, at his option, by a representative of his choosing. If the representative of the employee shall not be the Association, or a representative selected by the Association, then the Association shall also have the right to be represented at all levels of the Grievance Procedure.

#### D. MISCELLANEOUS

##### 1. Group Grievance

If a grievance affects a group of employees, the Association may submit such a grievance to the appropriate principal and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure if an agreement cannot be reached.

##### 2. Meetings and Hearings

All meetings and hearings under this Procedure shall be conducted in private and shall include witnesses, parties in interest, the aggrieved person(s) and their designated or selected representative.

##### 3. Documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### ARTICLE III - EMPLOYEE HOURS

With regard to employee hours, the following shall govern the relationship, between the Board and the Employees.

#### A. WORK DAY

It is hereby agreed by and between the Association and the Board that as a general rule, the work day for full time employees shall consist of seven (7) hours and fifty (50) minutes of consecutive time subject, however, to additional time which may be necessary to perform Co-Curricular Activities, Special Assignments, In-Service Training, Faculty Meetings and Parent-Teacher Meetings and Conferences. Further, employees shall be permitted to leave on Fridays and on those days immediately prior to the commencement of a vacation or a holiday period, five (5) minutes after the departure of the buses.



**B. FLEXIBILITY FOR GOOD CAUSE**

For good cause shown, the Board, or its designee, may permit an employee to report later, or leave earlier, than the time set forth in Paragraph A of this Article. Further, for good cause shown, the Board, or its designee, may permit employees to leave the premises of the school district during the work day. However, unless in an emergency, such temporary departures from the premises shall be allowed only on the condition that departure does not interfere with, disrupt or prevent the employee from performing his employment responsibilities. The decisions of the Board, or its designee, as provided in this paragraph, unless arbitrary, capricious or unreasonable, shall not be grievable or subject to the provisions of the Grievance Procedure as is provided for in this Agreement.

**C. FACULTY MEETINGS**

Faculty meetings shall be held, insofar as possible, during school hours, having due regard for the necessity of the presence of all faculty, and the extra-curricular or extra-duty commitments which may involve portions thereof. Agendas for such faculty meetings shall be posted as soon as the same are prepared by the Administration.

**D. DUTY-FREE LUNCH**

Certificated employees who desire said time shall be provided with a duty-free lunch period of at least twenty (20) minutes. The administration will determine the time and length of employee duty-free lunch periods on a building level basis considering curriculum schedules and supervisory requirements. This provision shall not prohibit any employee from working during his duty-free time should the employee so desire.

**ARTICLE IV - IN-SERVICE EDUCATION**

**A. IN-SERVICE EDUCATION COMMITTEE**

An In-Service Education Committee for each ensuing school year shall be convened by the Superintendent or his designee by no later than May 1st of the current school year. The Committee shall consist of two (2) elementary employees from each building, two (2) junior high/middle school employees and two (2) secondary employees appointed by the Association and no more than five (5) persons appointed by the Board or their designee. The Committee at its first meeting shall designate its chairperson and shall establish its own rules for the conduct of meetings, including the time and place thereof. With respect to the meeting times, it is understood and agreed that classroom time will not be utilized for the In-Service Committee.

**B. RESPONSIBILITIES AND SCOPE OF ACTIVITIES**

The In-Service Education Committee shall be responsible for evaluating and making recommendations with regard to the content and format of any employee-orientation or in-service training programs conducted during the school year, or on regular workdays during which the employees are required to be in attendance, as provided for in the employee contracts.

## ARTICLE V - REGULAR COMPENSATION

### A. REGULAR SALARY

The annual salaries for all employees are set forth and established in Schedule "A", which is attached hereto and incorporated herein by this reference as though fully set forth.

### B. PLACEMENT ON SALARY SCHEDULE

#### 1. Current Employees

All current employees shall be placed upon the salary schedule established in Schedule "A", at the appropriate level as of the effective date of this Agreement.

#### 2. Credit for Experience

An initial employee of the school district shall be entitled to credit for previous teaching experience outside the school district in an accredited school system, comparable teaching in an accredited post-secondary institution (graduate assistant teaching excluded), or experience in a pre-school program comparable to the position assigned in the District up to a maximum of ten (10) years for such previous experience. The formula for calculating such credit shall be to allow one (1) year of experience credit for each year of teaching experience outside the District, up to a maximum of ten (10) years. The initial employee entitled to the maximum credit shall receive compensation as set forth in the tenth step of the salary schedule as set forth in Schedule "A".

#### 3. Returning to the District

##### a. Continuous Service Returnees

Any employee returning to active employment, who has maintained a record of "continuous service" as that phrase is defined and clarified in Article I of this Agreement, shall be entitled to compensation at the level of the salary schedule set forth in Schedule "A", which is commensurate with their record of continuous active service.

##### b. Others

All other employees, except recalled employees, returning to the District covered by this Agreement shall be given credit for experience, as is provided in the preceding paragraph of this Article, with the previous experience in the school district being evaluated, for salary purposes, as teaching experience in an accredited school district, subject to the maximum credit of ten (10) years for previous experience.

##### c. Staff Recall

An employee recalled to a teaching position after being the subject of staff reduction shall be placed one vertical step higher than the step on which he was prior to being terminated. In the event an employee teaches one year during the period of time

after termination and before recall, he shall be given credit for the year on the salary schedule.

4. Advancement on Salary Schedule

a. Longevity

Employees, once positioned on the salary schedule, as contained in Schedule "A", per the provisions of this Article, shall be granted one (1) additional increment or vertical step for each year of service until the maximum for their educational classification and qualification has been reached.

b. Educational Advancement

Employees on the salary schedule, as set forth in Schedule "A", and positioned per the provisions of this Article, may, by securing additional education in the field of their current contractual assignment, advance into higher educational lanes as is provided for in said schedule. In order to advance, an employee must have the superintendent's prior approval. In addition, the employee must prove satisfactory evidence of such additional education and, thereby, the justification for advancement within thirty (30) days after commencement of the school year. Evidence received less than twenty (20) days prior to the second pay period date will result in a salary adjustment beginning the third pay period. No educational advancement shall be allowed during the contract year except as is provided herein.

C. METHOD OF PAYMENT

1. Pay periods

Each employee shall be paid in twenty-four (24) equal installments. Installments shall be due and payable on the 10th and 25th of each succeeding month after the commencement of the school year. Employees shall have the choice of receiving their checks at their regular building, on a regular school day or choosing direct deposit. New employees and those subsequently employed will be paid by direct deposit.

2. Exceptions

Pay Day Falling on Holiday, Vacation or Weekend

When a pay date (the 10th or 25th of each month) falls on or during a school holiday, vacation, or weekend, exclusive of the summer vacation, the employee shall receive the paycheck or direct deposit on the last previous working day prior to the holiday, vacation, or weekend.

3. Final Pay

Any employee not returning to the school district in the succeeding year shall have the option of receiving all or any part of his earned and contracted salary on the last pay period of the in-school work year if funds are available. Employees who will be

applying for IPERS at the end of the school year may elect twenty (20) equal installments beginning in September for their contract salary.

4. *Summer Checks*

Installments due during the summer vacation, other than for summer school employees, shall be mailed by the Board to the address designated by the employee.

5. *Extra Period Compensation*

An employee who accepts an extra pupil-teacher contact period on a given day will be compensated at the rate of: \$10 per 30-60 minute period.

6. *Extended Year Contract*

Any employee who is offered and accepts an extended year contract will be compensated at a per diem rate unless otherwise negotiated (i.e. Phase III Plans).

7. *Phase III Curriculum Development Contracts (NOTE: Clause ended as Phase III program is no longer funded.)*

8. *Staff Development/Conference Pay for Part-Time Faculty*

Part-time faculty members are encouraged to attend selected in-service meetings and required to attend all parent-teacher conferences. Part-time teachers will be paid at their per diem hourly wage for any additional hours beyond their normal contract day when attending these in-service meetings and/or parent-teacher conferences. Paid in-service meetings by part-time teachers shall be approved in advance by their administrator and paid attendance shall not be mandatory on the teacher's part.

D. *LONGEVITY PAY (NOTE: Clause ended with the 2002-03 contract year.)*

## **ARTICLE VI - SUPPLEMENTAL COMPENSATION**

A. *CO-CURRICULAR ACTIVITIES*

The educational program of the school district includes all school sponsored co-curricular activities. Assignments to co-curricular activities listed in Schedule "B" shall be a part of the employee's contract between the Board and the employee except when separate contracts are required by Iowa law.

**B. SCHEDULE FOR SUPPLEMENTAL PAY**

Employees who perform co-curricular activities, responsibilities and services, shall be compensated according to Schedule "B", a copy of which is attached included as part of this contract. For each year of service the employee shall advance one (1) step up to a maximum of eleven (11) years of service or Step 10 as shown in Schedule "B". Up to six (6) years of the

same past co-curricular and/or activity sponsor experience may be included to determine initial placement on Schedule B.

**C. SPECIAL DUTY ASSIGNMENT**

It is understood and agreed that the employees, as a part of their duties, are called upon to assist in the supervision and conduct of school activities, which are enumerated in and a part of the school calendar. The compensation payable for such special duty assignments is set forth in Schedule "B".

Once the Board, or its designee, determines the number of employees needed to provide adequate supervision during school activities, the Board shall notify the Association and the employees of that number. The employees shall then have the opportunity to volunteer for special assignment duty and those employees with previous experience in special assignment duty shall be given preference in the awarding of special duty assignments over those who have had no previous experience.

In the event that an insufficient number of employees volunteer for special assignment duty, the Board or its designee, shall have the option to assign employees special assignment duties and, in that event, those employees with the least seniority, who are qualified and able to perform the special duty assignments necessary, shall be selected first. Volunteers and/or persons assigned the special duties, per the provisions of this Article, shall be compensated at the rate set forth in Schedule "B", and cannot be assigned more than ten (10) special duty assignments during the school year per person, in exchange for such compensation. Part-time employees shall have the option of pro-rating their number of assignments to correspond with their percentage of a full-time contract. Special duty assignments shall include, but shall not be limited to, the following types of activities: ushering at school events; tournament work; chaperoning student trips; assisting in the production of school athletic events; etc.

**ARTICLE VII - LEAVES**

All employees shall be provided the following paid leaves which may be taken in half-day increments:

**A. SICK LEAVE**

Sick leave, as an exception to the general policy stated above, shall be provided by the Board to the employees pursuant to the following terms and conditions:

1. Benefit Days

Employee absence for personal illness (which phrase shall include pregnancy or pregnancy-related medical problems) and non-job related personal injury without reduction in pay, shall be limited as follows:

First Year of Service to the school district	16 days
Second Year of Service to the school district	16 days
Third Year of Service to the school district	16 days
Fourth Year of Service to the school district	15 days
Fifth Year of Service to the school district	15 days
Each Additional Year of Service to the school district	15 days

2. Accumulation Rights

Each employee may, however, accumulate unused sick benefit days from year to year up to a maximum of One Hundred Five (105) carryover days plus current year's allocation. Further, all employee accumulations of sick benefit days shall terminate upon the employee's termination of "continuous service" as that phrase is defined and clarified in Article I of this Agreement.

3. Notice of Accumulation

At the employee's annual checkout conference, a written statement of accumulated sick benefit days available for use by each employee during the ensuing contract year will be provided to each employee. Any dispute with respect to the accumulation totals in that statement must be brought to the attention of the Board, or its designee, within ten (10) days after the employee's receipt of said statement, or such total shall be deemed conclusive on both parties.

4. Verification of Illness or Injury

The Board, or its designee, in its sole and absolute discretion, may require verification from a physician, or other satisfactory source, of any illness or injury and require a statement of necessity therefor prior to reimbursing an employee's claim for sick benefit days. In addition, the Board reserves the right to require an employee to submit to a medical examination, which examination shall be conducted by a physician of the Board's choice, and at Board expense.

5. Employees on Extended Sick Leave

Employees on extended sick leave, having exhausted sick leave compensation, shall be entitled to have their insurance coverage continued by the Board during the period of such extended sick leave or until the end of the current contract year, whichever condition shall first occur. During this period of time, the Board shall continue to pay the premiums for such insurance as provided for and calculated in Article XIII - Insurance. It is understood and agreed that the Board's obligation to continue coverage as outlined in the above paragraph is subject to the insurance carrier's consent to continue said coverage.

B. JOB-RELATED INJURY LEAVE

Absence due to injury incurred in the course of employment, and arising out of such employment, shall be charged against an employee's sick leave benefit days. The Board shall be obligated during such absence to compensate the employee only to the extent of the difference between the employee's salary for that period, and the benefits the employee receives under the worker's compensation insurance for the duration of such absence, or until the end of the current contract year, whichever condition shall first occur.

C. FUNERAL AND/OR ILLNESS LEAVE

For purposes of attending a funeral, or visiting members of an employee's family who are ill, the following shall govern and control:

1. Immediate Family

a. Illness

Each employee shall be granted up to three (3) working days absence per occurrence, when such absence is caused by illness of a member of the employee's immediate family (meaning father, mother, spouse, child, brother, sister, step-parent or step-child). In addition, two (2) days will be allowable per occurrence. An amount equal to the cost of a substitute shall be deducted from the teacher's salary for absence on the fourth and fifth day.

b. Extended Immediate Family Illness

Each employee may be granted up to fifteen (15) additional days per occurrence for absence necessitated by a serious, life-threatening condition of a member(s) of the employee's immediate family. The days will be deducted from the employee's sick leave and may be used only after the employee's personal leave has been used. The Board or its designee may require verification from a physician or other satisfactory source regarding the above condition.

c. Bereavement

Each employee shall be granted up to five (5) working days absence per occurrence, when such absence is caused by the death of a member of the

employee's immediate family (meaning father, mother, spouse, child, brother, sister, step-parent or step-child).

d. Extended Immediate Family Bereavement

*If needed, an employee may use up to five (5) sick leave days as additional bereavement days following the death of a spouse, child or step-child. If needed, an employee may use up to two (2) sick leave days as additional bereavement days following the death of a father, mother, step-parent, brother or sister. Up to two (2) sick days of extended immediate family bereavement leave may be taken non-contiguous to the bereavement leave but within a three month period of time.*

2. Extended Family

a. Illness

Each employee shall be granted up to two (2) working days absence per occurrence, when such absence is caused by illness of a member of the employee's extended family (meaning father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild).

b. Bereavement

Each employee shall be granted up to three (3) working days absence per occurrence, when such absence is caused by the death of a member of the employee's extended family (meaning father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild). In addition, one (1) day will be allowable per occurrence when the funeral is in the State of Iowa and two (2) days will be allowable per occurrence if the funeral is out of state. An amount equal to the cost of the substitute shall be deducted from the teacher's salary for absence on the fourth and fifth day.

3. Others

Each employee shall be granted up to two (2) days absence per year without reduction in compensation when such absence is caused by the death of a relative (other than the immediate and extended family) or a friend.

4. Additional Leave

The Board, or its designee, in its sole discretion, may allow an employee additional absence from employment for the purposes set forth in the previous paragraphs of this Article. Such additional absence shall be without compensation to the employee.

5. Notice

Notice shall be given by the employee to the Board, or the Board's designee, of an employee's intention to take leave as provided for in this Article. Such notice shall be



given as soon as reasonably possible after the employee's decision is made to utilize such leave.

6. Non-Cumulative

Leaves, as provided for in this Article, shall be non-cumulative from year to year.

D. PROFESSIONAL IMPROVEMENT LEAVE

*Regarding professional improvement leave, the following terms and conditions shall govern utilization by employees:*

1. Purpose

Employees are encouraged to attend educational meetings and/or visit other schools, for the purpose of advancing their professional skills, training or education.

2. Length of Leave

a. Curriculum Leave

Up to two (2) days absence for the purpose set forth above shall be allowed during the school year for each employee. Further, an employee who is working on a recognized educational project or committee, or who has some official capacity with respect to a particular professional improvement program, may, in addition to the foregoing, attend such educational conference or committee meetings without loss of compensation, subject, however, to the approval of the administration, which must be secured in advance as per the procedure outlined in this Article.

b. Extra-Curricular

Additional leave may be granted for purposes of improving skills in extra-curricular activities to those persons who hold extra-curricular assignments and in those areas in which they hold the assignments. Generally, those in charge of a particular extra-curricular program shall be allowed up to two (2) days for such purpose, and those who hold the capacity of an assistant in such extra-curricular program shall be allowed up to one (1) day for such purpose.

3. Procedure

An employee wishing to be absent from duty for the purposes outlined above, shall submit a written request to the appropriate principal.

4. Expenses

Should the employee desire reimbursement for expenses incurred while on such professional leave of absence, whether by employee request, Board suggestion, or Board assignment, a request for reimbursement shall be submitted to the administration for prior approval thereof. Reimbursement of expenses shall then be made, subject to

administrative approval and the submission by the employee of documentation regarding the expenses incurred. Teachers who are required by the administration to attend professional meetings or extra-curricular meetings will be reimbursed for all reasonable expenses.

5. Non-Cumulative

Professional leaves, as are provided for in this Article, shall be non-cumulative from year to year.

6. Non-Grievable

Only procedural violations of the provisions of this Article shall be subject to the Grievance Procedure as outlined in this Agreement.

E. PERSONAL LEAVE

At the commencement of each academic year, each employee shall be granted two (2) days personal leave. An employee wishing to utilize personal leave in either full or half-day allotments shall notify the administration of such intent at least seven (7) calendar days in advance, except in cases of emergency. The Board, or its designee, reserves the right to refuse to allow the employees such personal leave on the date requested in the event such leave date is determined to be detrimental to the district's education program.

Personal leave will be granted on a first-come basis and may be used to extend a holiday or vacation period. However, no more than two (2) employees per elementary building, junior high/middle school, or high school instructional level may be absent on personal leave per day before or after a vacation or holiday period.

At the end of each school year in June of that year, each employee with unused personal leave benefit days may elect to be compensated for same at the current substitute rate of pay or, the employee may elect to carry one unused FULL day forward. There may be no more than five (5) total personal days per employee for any contract year.

F. LITIGATION LEAVE

Employee participation in an administrative or judicial process, hearing or trial shall be limited as herein provided:

1. Jury Duty

As a general rule, employees will be excused for jury duty. However, when the *principal is of the opinion* that the employee's absence would be detrimental to the best interests of the students, the employee shall make a request to the Court to be excused from such duty in order to be entitled to compensation from the Board. If such request is denied by the Court and the employee serves on jury duty, the school district shall compensate the employee for the difference between the fees earned as a juror and the employee's salary for the applicable period of jury duty.

2. Subpoenaed Witness

a. Related Litigation

Any employee-witness involved in litigation regarding this Agreement, the Association or its parent organization, or any subject related to Chapter 20 of the Code of Iowa (1977), shall not be entitled to compensation from the Board during absence for such purpose.

b. Unrelated Litigation

In litigation unrelated to this Agreement, the Association, its parent organization, or Chapter 20 of the Code of Iowa (1977), an employee subpoenaed to testify in litigation shall be compensated by the Board during such absence to the extent of the difference between the fees earned as a witness, and the employee's salary for the applicable period required to testify. Payment by the Board of the amount set forth in this paragraph shall be conditioned upon the employee's return to his employment as soon as reasonably possible following the completion of his testimony.

3. Parties

a. Plaintiff

Upon notice, at least ten (10) days in advance, an employee shall be granted sufficient leave as is necessary to prosecute litigation. In no event shall the employee be entitled to compensation during the period of such absence, and the Board may, if no notice is received, assess an amount equal to the cost of a substitute as a charge against compensation due or to become due to the employee.

b. Defendant

Upon notice, at least ten (10) days in advance, an employee shall be granted sufficient leave as is necessary to defend litigation. If notice is duly forwarded, the employee's compensation shall be continued at full rate during such absence; however, if no notice is received or forwarded, the employee's compensation shall be reduced by an amount equal to the cost of a substitute for the period of the absence necessitated by the litigation.

G. RELIGIOUS LEAVE

Any employee whose religious affiliation requires the observance of holidays, other than those scheduled on the school calendar shall be excused for such observance, without compensation.

H. EMERGENCY LEAVE

Leave will be afforded an employee pending personal crisis for up to one (1) day, non-cumulative. Additional days, not to exceed two (2) per year, may be taken with the cost of the substitute deducted from the employee's wages.

I. ASSOCIATION LEAVE

The duly designated representative(s) of the Association shall be entitled up to a total of six (6) days leave per year (cumulative for all representatives) to attend Association meetings on an area, state or national level, without personal loss of compensation from the Board. However, the Association shall reimburse the Board in an amount equal to the cost of a substitute for each day of its representative's absence when a substitute is hired. Additional absence for meetings beyond the foregoing may be granted by the Board, or its designee, without compensation, or based upon the formula set forth above. However, the Board's decision on such additional absence lies within its sole discretion, and shall not be grievable under the provisions of this Agreement.

J. EXTENDED LEAVES

Absence by an employee for an extended period of time may be granted by the Board, in its sole discretion determined on a case-by-case basis, for parental, sabbatical, or other good cause shown. Such approved leave of absence shall be without compensation or benefit to the employee. The employee may, however, at no expense to the Board, continue available benefits at the employee's own option, and at the employee's own expense, by giving timely notice of such intention to the Board, or its designee. Further, such approved leave shall not cancel an employee's record of continuous service as is defined in Article I of this Agreement nor increase cumulative years of service. The duration of such approved leave shall terminate as of the end of the contract year in which it is granted, unless the Board shall, in its sole discretion determine on a case-by-case basis, and upon reapplication at that time, extend it further. However, in no event shall the Board extend such leave in excess of one (1) year from the date of the original application for such leave. Except for parental leave, only procedural violations of this Article shall be subject to the Grievance Procedure.

## ARTICLE VIII - EMPLOYEE EVALUATION PROCEDURE

A. NOTIFICATION

Within two (2) weeks after the beginning of each school year, and before any formal evaluation is conducted, the Superintendent or his designee, shall acquaint each employee under his/her supervision with the formal evaluation procedure set forth in this Agreement. The Superintendent or his/her designee shall also acquaint each employee under supervision with the evaluation instrument to be used in conjunction with the formal evaluation. A new employee, or employee reassigned at the beginning of the school year, shall be acquainted by the Superintendent or his/her designee with the formal evaluation procedure set forth in this Article within two (2) weeks of the first day of his/her new assignment.

B. OBSERVATION

Non-tenured (Tier I) employees shall be observed by the Superintendent, or Superintendent's designee(s), or by both, for the purpose of formal evaluation at least three (3) times each year during the first two years of employment and two (2) times the third year of employment.

Tenured/Career (Tier II) teachers in the fourth year and beyond of employment shall be observed for the purpose of formal evaluation at least twice during their evaluation year. For Tier II teachers the evaluation cycle is at least once every three years. All observations for evaluation shall be conducted openly and with full knowledge of the employee. Observation for the purpose of formal evaluation will be at least twenty (20) minutes in length. The evaluation procedure shall be consistent district-wide.

C. PRE-OBSERVATION CONFERENCE

A pre-observation conference will be held between the evaluating supervisor and the employee at a time arranged between the employee and the evaluating supervisor prior to each observation for formal evaluation, so that the evaluator may be apprised of the objectives, methods and materials planned for the performance situation to be observed for evaluation.

D. REFLECTIVE CONFERENCE

Each formal observation of a teacher shall be followed by a personal conference between the employee and his/her evaluator for the purpose of discussing the observation.

E. WRITTEN EVALUATION

Formal evaluation shall be reduced to writing, including reasons for the findings therein and a copy of same shall be given to the employee within a reasonable period of time following observation, but in no event more than (10) school days. If no formal evaluation is given within ten (10) school days, the evaluation shall be considered void.

F. POST-OBSERVATION CONFERENCE

Each formal evaluation of a teacher shall be followed by a personal conference between the employee and his/her evaluator for the purpose of discussing the written evaluation report.

G. SUMMATIVE EVALUATION CONFERENCE

This will be a conference that the teacher will provide evidence of meeting the Iowa Teaching Standards. If the employee disagrees with the evaluation, the employee may submit a written answer, which shall be attached to the file copy of the written evaluation in question.

H. OTHER EVALUATIONS

In addition to the formal process outlined for performance evaluation, the District reserves the right to other appropriate means of employee evaluation, including but not limited to informal classroom evaluation. Any such documentation relative to informal observation which becomes part of the employee's personnel file shall include the notification to the employee in writing within ten (10) school days and provide that the employee shall have the opportunity to attach a written response.

An action initiated to terminate a tenured teacher for substandard performance shall be the culmination of a series of progressive steps that include notification to the employee of the areas of performance that are substandard, provision of recommendations for the employee to

improve in the identified performance areas, and provision of time for the employee's performance to progress to an acceptable standard. (Any negative comments, criticisms, or complaints about an employee not listed on subsequent evaluations are deemed to have been satisfactorily corrected by the employee.)

The District may initiate adverse actions in this process, which may include withholding advancement on the salary schedule, probation, suspension, or other sanctions short of termination. Information from past evaluations may be used to document past performance and areas of deficiency in the initiation of adverse actions. While employees may not grieve individual evaluations, employees may grieve adverse actions taken by the district to affect improved performance, and in effect the evaluations that substantiate them, should the employee feel the action or the performance assessment leading to it are not fair and accurate.

Pursuant to Iowa Code Chapter 279, employees may not initiate a grievance after termination notice has been given. The employee may then challenge the fairness of the termination through the process and timelines provided in Chapter 279 of the Iowa Code.

#### **I. PERSONNEL FILE**

There shall be maintained, for each employee, a personnel file in the Administration's office. Every employee shall have the right to inspect the non-confidential contents thereof provided, however, that satisfactory arrangements for such examination are made with the Board or its designee. All complaints received regarding an employee's performance and all informal evaluations made by the Board or its designees, shall be reduced to written form prior to their inclusion in the employee's personnel file, and the employee shall be entitled to receive a copy thereof. An employee may respond, in written form, to any negative information being placed in the employee's personnel file and being made a part thereof. Nothing generated by the Board, or its designees, as part of the formal evaluation procedure, or an informal evaluation procedure, shall be deemed confidential. Confidential information, as that phrase is used herein, shall refer to information received regarding the employee, prior to the employee's employment and having to do with recommendations regarding the employee considered by the Board in evaluating the employee before employment.

#### **J. SIGNATURE DEFINITIONS**

The employee's signature on evaluation material to be included in the employee's personnel file does not necessarily mean agreement with the evaluation but awareness of the content.

### **ARTICLE IX - SENIORITY**

Seniority, as applied to employees covered by this contract shall be defined as follows:

1. The term seniority shall mean the number of years of continuous employment from the most recent date of hire by the Dike Community School District, the New Hartford Community School District, and/or the Dike-New Hartford Community School District. Employees

contracted for .50 FTE or more shall receive full seniority. Employees contracted for .49 FTE or less shall receive one-half (1/2) year seniority.

2. If two (2) or more employees have the same number of years of continuous employment, the employee with the most seniority within the district shall be considered the most senior.
3. If seniority still remains equal for two or more employees, the employee with the most total years of teaching experience shall be considered the most senior.
4. By September 30, the District shall post in all buildings a seniority list and provide a copy to the Association.

#### **ARTICLE X – TRANSFER, REALIGNMENT AND REASSIGNMENT**

The Board does hereby agree to consider the element of seniority along with the elements of professional education as a factor in reaching decisions affecting employees, including, but not limited to the following: extra-curricular assignments, transfers, reassignment, and realignment.

##### **A. PROHIBITED TRANSFERS**

No transfer of any employee shall be made, nor shall any employee accept such transfer, outside the area of the employee's educational certification by the State of Iowa, and the North Central Association Accreditation Standards.

##### **B. VOLUNTARY TRANSFERS**

The Board hereby agrees to notify the Association and the employees of employment opportunities within the school district on or before the date on which the opportunity is made public. Regardless of when this vacancy occurs, such notice shall be sufficient, if made in writing and either delivered in person or forwarded by regular mail to the Association or its designated representative, and if posted in each building's teachers' lounge. Any employee may thereafter make application for such employment opportunity, subject to the provisions of the preceding paragraph of this Article. Such employee application shall be considered by the Board, along with other applicants for the opportunity. The Board shall select the most qualified applicant for the employment opportunity.

##### **C. INVOLUNTARY TRANSFERS**

It is understood and agreed that the Board retains the right and responsibility to determine the necessity for and implement the reassignment of employee responsibilities within the school district. In considering such decision, the Board shall abide by the provisions of Paragraph (A) of this Article. Notice of reassignment shall be forwarded to the affected employee and the Association on or before June 1, preceding the school year in which the reassignment shall be implemented, unless the need for such reassignment shall not be known on such date. In that event, notice shall be forwarded as soon as reasonably possible following discovery of the need for same. Involuntarily transferred employees shall carry their seniority into the new assignment.

**D. APPEAL AND/OR GRIEVANCE**

Any employee who considers himself to be adversely affected by the decision of the Board reached per the provisions of Paragraph (C) of this Article, may request a private conference with the Board and its administrative personnel. Only procedural violation by the Board or its administrative personnel of the provisions of this Article shall be grievable per the provisions of this Agreement.

**ARTICLE XI - REDUCTION OF STAFF**

**A. COVERAGE**

All employees under this Agreement.

**B. NECESSITY, TIMING AND PERSONNEL INVOLVED**

It is hereby recognized by the Association that the Board retains the sole and exclusive right to determine the necessity for and the timing of any staff reduction within the school district. Generally, the need for such reduction shall include, but is not limited to, the following: changes in the size or nature of the student population, unavoidable budgetary limitations, extensive changes in curriculum, or other factors seriously affecting the overall operation of the school system. It is further recognized by the Association that the Board retains the right to determine which of its employees shall be reduced or terminated pursuant to the procedures provided for in this Article.

**C. PRIORITIES IN REDUCTION OF STAFF**

The following priorities are hereby established for the accomplishment of the necessary reduction of staff:

**1. Attrition or Voluntary Retirement**

The Board hereby agrees that in the event a staff reduction becomes necessary, it will first attempt to accomplish same by attrition or voluntary retirement. To implement this provision, the Board shall give written notice of its decision to reduce staff and the area of the educational certification affected thereby to the Association and its employees. This notice shall be given on or before April 1 preceding the school year in which the decision to reduce staff is to be implemented. If no response in writing is received by the Board, or its duly authorized representative, within ten (10) days of the date the notice was forwarded, the Board may then interpret such silence as indication that there will be no voluntary retirement, resignation, etc., within the educational certification affected by the staff reduction. In such event, the Board may then proceed to reduce the staff in the educational certification affected by its decision, as hereinafter provided.



2. Emergency or Temporarily Certified Staff

The second step shall be the reduction of employees with emergency and/or temporary certification, unless needed to maintain a continuing program.

3. Staff with Bachelor Degrees or Above

In the event, after compliance with the foregoing two paragraphs, the Board shall still have failed to reach the desired reduction of staff, the Board shall then proceed to implement the staff reduction within the certified staff. The Board shall reduce the least senior employee first as defined in Article IX. Employees will be considered in pools of preK-6 teachers or 7-12 teachers. Employees with a PreK-12 certification shall be included in both the PreK-6 and 7-12 pools. The use of seniority may be modified if the employee is needed to be in compliance with the North Central Association accreditation standards and Iowa licensure requirements.

Notice to the affected employee(s) identified by the following procedure will be forwarded by the Superintendent to the affected employee(s) on or before April 15 of the year *preceding* the implementation of the staff reduction.

4. External Learning

Course offerings for student credit that become available through telecommunications, the Iowa Communications Network, or other distance learning shall be used to enrich the existing curriculum and make otherwise unavailable offerings available to students. Course offerings and learning opportunities of this type that may become available now and in the future shall not be adopted in lieu of current courses, or teaching, now in place, or in place at such time in the future as such externally provided opportunities become possible. Neither shall external, ICN, or electronic delivery be used as a means to replace certificated teachers in place for the purpose of teaching those courses, or other such units or modules, as may already be offered and taught.

D. RE-EMPLOYMENT

1. Probationary Employees

A probationary employee (with less than three (3) years experience within the District) whose contract is terminated pursuant to the provisions of this Article, shall have the opportunity to interview for vacancies which may arise in the area of his educational certification for one (1) year following the effective date of this termination. Notice of such vacancy shall be forwarded to the terminated probationary employee in writing, by the Board, to the last known address of the employee, as filed with the Board or its designee. Such employee may then make application for such employment opportunity, which application shall then be considered by the Board, along with all other applicants. The decision by the Board shall be based upon professional qualifications and professional performance of all of the applicants with the additional consideration being given to the terminated employee for seniority with the District, as herein defined. Should no response be received by the Board within fifteen (15) days

from the date of the notice, the terminated probationary employee's right of re-employment shall cease.

2. Non-Probationary Staff Recall

Employees on non-probationary status (more than three (3) years of service to the school district) whose contract is terminated or reduced to less than full-time, pursuant to the provisions of this Article, shall have the right of recall for vacancies which may arise within the area of his educational certification for a period of two (2) years from the effective date of termination or reduction. June 30 of the year of the termination or reduction shall be considered the effective date. If a vacancy occurs during the said two (2) year period, the employee shall be notified thereof in writing by the Board or its designee. Such notice shall be forwarded to the employee's last known address as filed with the Board, and in the event said notice shall be undeliverable or the employee shall fail to respond to such notice within fifteen (15) days from the date of the notice, he shall lose his right of recall. An employee who has been reduced to part-time status shall have preference to the employment opportunity over employees who have been terminated. Employees who have been terminated shall be recalled in the inverse order of their termination. An employee under this paragraph who rejects a comparable offer (one of equal FTE or greater) shall waive his further right to recall. An employee who is under contract AS AN EDUCATOR to another employer at the time such notice is received must respond to such notice setting forth his conflicting contractual status at the time the notice is received, should he desire to preserve his recall rights under this paragraph. In this case said job shall be filled on a temporary basis and shall be offered to the recalled employee for the following year.

E. BENEFITS FOR RE-EMPLOYED EMPLOYEES

Any employee re-employed per the provisions of the foregoing section of this Article, shall receive credit for all prior experience to the District upon his re-employment, and shall also receive benefits and salary pursuant to the current Collective Bargaining Agreement in force and effect at the time of recall.

F. RESIGNATIONS

Any employee who resigns upon request for reasons of staff reduction per the provisions of this Article, shall be entitled to the rights of re-employment set forth above, unless specifically waived, which waiver shall be in writing.

G. WAIVER OF RECALL RIGHTS

Any teacher whose contract is terminated pursuant to the provisions of this Article, may waive re-employment rights granted under this Article, and in such event such waiver shall be in writing.

## ARTICLE XII - MEDICAL EXAMINATION

The parties hereto agree that the following shall govern and control their relationship with respect to medical examinations:

### A. NEW EMPLOYEES

All new employees shall submit, on the form provided by the Board at the time a contract is offered, a written report from a licensed and practicing medical physician regarding their physical well-being. Such report shall be sufficient if secured within ninety (90) days prior to, or thirty (30) days following the commencement of employment, includes an examination for tuberculosis and a certification by the physician that the proposed employee possesses physical fitness to perform the tasks assigned. Upon completion of the required medical examination and the return of the school district employee's medical examination form to the Board, or its designated agent, the new employee shall be reimbursed for the cost of the examination and report up to the sum of Forty (\$40.00) Dollars.

### B. CONTINUING EMPLOYEES

#### 1. Required Examination

Each continuing employee shall submit, on the form provided by the Board, at the time a contract is offered, a written report from a licensed and practicing medical physician regarding their physical well-being at three (3) year intervals from and after commencement of their employment. Such report shall be sufficient if secured within one hundred and twenty (120) days prior to the commencement of the Fall school term, includes an examination for tuberculosis and a certification by the physician that the continuing employee possesses physical fitness to perform the tasks assigned. Such report shall be provided at the continuing employee's expense, except that the continuing employee will be reimbursed for the cost of the examination and report up to the sum of Forty (\$40.00) Dollars upon the completion of the required medical examination and the return of the school district employee medical form to the Board, or its designated agent.

#### 2. Optional Examination

Each continuing employee shall submit, at the request of the Board or its designated agent, a written report from a licensed and practicing medical physician regarding their physical well-being, more often than that required in the preceding paragraph. Such request by the Board shall be limited to those cases and employees who shall present questionable physical capability to perform the tasks assigned, in the opinion of the Administration. Such examination shall be performed by a licensed and practicing medical physician, selected by the Board, and the expenses thereof shall be borne by the Board.

## ARTICLE XIII - INSURANCE

### A. TYPES OF INSURANCE

The Board hereby agrees to pay and/or provide all eligible employees (those employees working twenty (20) hours or more per week) with the following insurance protection which may be waived by the employee where allowed by law, thus eliminating the school district's obligation to provide the employee with said coverage:

#### 1. Health and Major Medical

Each employee, as described in the Bargaining Unit, shall be covered by a health and major medical program provided in whole or in part by the Board. The health and major medical program shall contain reference to usual and customary fees rather than to a point system for services including surgical, physician visits in hospital and consultation fees. Benefits provided to the employees by the policy so purchased by the Board, shall not be altered during the contract period, unless by mutual agreement between the Board and the Association.

#### 2. Long Term Disability

Each employee, as described in the Bargaining Unit, shall be covered by a long term disability program provided in whole or in part by the Board. Benefits currently provided to the employees by the policy so purchased by the Board shall not be altered during the contract period, unless by mutual agreement between the Board and the Association. (66 2/3% of monthly compensation covered)

#### 3. Life Insurance

Each employee, as described in the Bargaining Unit, shall be covered by a life insurance program provided in whole or in part by the Board. Benefits currently provided to the employees by the policy so purchased by the Board, shall not be altered during the contract period, unless by mutual agreement between the Board and the Association. (\$25,000 on employee)

Dependent term life insurance coverage shall be provided to each employee, as described in this Bargaining Unit, in whole by the Board with benefits as currently being provided. (\$1,000 on spouse, \$500 per child)

#### 4. Worker's Compensation

Each employee shall be covered by worker's compensation insurance, which policy shall be provided by the Board.

#### 5. General Liability

All employees shall be covered by a policy of liability insurance, covering job-related performance of duties by employees, which policy shall be provided by the Board.

## B. PAYMENT OF PREMIUMS

The Board's responsibility for payment of premiums for the insurance policies provided for and described in Paragraph "A" shall be limited as hereafter provided:

### 1. Worker's Compensation and General Liability Insurance

For the types of insurance referred to as Worker's Compensation and general liability, the Board shall provide the insurance coverage at the Board's expense.

### 2. Health & Major Medical, Long Term Disability, Life Insurance, & Tax Sheltered Annuity

For the types of insurance referred to as Health and Major Medical, Long Term Disability, Life Insurance, and Tax Sheltered Annuity, the Board's responsibility shall be limited as follows:

- a. Full-time employees who desire the coverage and are eligible therefore, shall pay the first dollar of the first month's premium with the remainder of the premium for single coverage to be paid by the Board. (For the purpose of this section Full-Time Equivalency shall be defined as .75 or greater.)
- b. Eligible part-time employees (working twenty (20) hours or more per week or the equivalent thereof in percentage of full-time contract) under a regular contract will be eligible if desired for Board-provided insurance. The Board shall pay a percentage of the employee's premiums in an amount equal to the percentage set forth in the individual part-time employee's contract with the Board, and the remaining unpaid premium shall be deducted from the employee's regular compensation. Part-time employees contracted for less than twenty (20) hours per week shall not be eligible for coverage.
- c. For eligible employees (twenty (20) hour requirement) desiring coverage for dependents, the Board shall pay a maximum of twenty (\$20.00) dollars per month toward the premium for the employee's dependent health and major medical coverage, or in the case of eligible part-time employees a percentage of the maximum twenty (\$20.00) dollars per month as set forth for the employee's premium in (b) above.  
  
For eligible employees (twenty (20) hour requirement) desiring term life insurance coverage for dependents, the Board shall pay the full monthly premium for the dependent's term life coverage.
- d. For employees working twenty (20) hours or more per week who do not elect dependent medical insurance coverage, the Board shall provide and apply twenty (\$20.00) dollars per month above the single employee's insurance package premiums toward a Board-selected annuity program for the employee or an annuity program of the employee if already in force. Eligible part-time employees (20 hours requirement) may elect to receive the annuity in an amount equal to the percentage set forth in the eligible part-time employee's contract with the Board, and the remaining balance of the twenty (\$20.00) dollar annuity shall be deducted from the

employee's regular compensation. Part-time employees (less than twenty (20) hours per week) are not eligible for the annuity.

NOTE: Effective in the 2000-2001 contract year employees of record receiving Health and Major Medical coverage in the 1999-2000 school year who switch from the Health Surgical Medical (HSM) plan to the Preferred Provider Organization (PPO) shall be eligible for an additional \$61 per month to be applied toward the employee's family premium or contributed to a tax sheltered annuity of the employee's choosing.)

C. COVERAGE

The Board-provided and purchased program shall be effective for twelve (12) consecutive months, or in other words, for the full contract year. Employees new to the district shall be covered by the Board-provided insurance no later than one (1) month (30 days) after they shall report for active employment at the commencement of the school year. Subject to the insurance carrier's consent, payment of premiums on behalf of the employee shall be made retroactively, or prospectively, to assure uninterrupted participation in coverage.

D. DESCRIPTION

The Board shall provide the Association a description of the insurance coverages provided for herein within twenty (20) days of the commencement of the school year, or a copy of the applicable provisions of the Board-purchased policy satisfying the Board's obligations hereunder. In addition, the Board, or its designee, shall deliver to the Association, insurance information forwarded to the Board by the various insurance carriers, including application forms.

E. CONTINUATION

1. Employees on Non-Compensated Leaves

Employees on non-compensated leave, in excess of thirty (30) days, shall have the option to continue those Board-provided insurance programs in which the respective insurance carriers agree to provide continued coverage. In order to exercise this option, the employee must pay the premiums for any such programs to the Board within thirty (30) days of the billing date.

2. Retired Employees

Employees who have been employed by the Board for a period of ten (10) years or longer, and who retire, shall have the option of continuing those Board-provided insurance programs on which the respective insurance carriers agree to provide continued coverage. In order to exercise this option, and except for any Board provided early retirement program by District policy, the employee must pay the premiums for any such programs to the Board within thirty (30) days of the billing date.

3. Employees on Extended Sick Leave

Employees on extended sick leave (those employees who have exhausted their accumulated sick leave) shall be entitled to have their insurance coverage continued by the Board during the period of such extended sick leave or until the end of the current contract year, whichever condition shall first occur, subject to the approval of the respective insurance carriers. During this period of time, the Board shall continue to pay the premiums for such insurance as provided for and calculated in this Article.

**ARTICLE XIV - HOLIDAYS AND VACATIONS**

A. HOLIDAYS

The basic service year for all employees shall include one hundred-eighty (180) days of school, seven (7) in-service work days and four (4) holidays for a total of one hundred ninety-one (191) contract days. The holidays shall be Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

B. VACATION PERIODS

The basic service year shall include the following vacation periods during which no employee shall be required to perform duties:

Thursday and Friday of Thanksgiving week.

A Winter recess of at least December 24 through January 1.

A Spring recess of at least two (2) work days.

**ARTICLE XV - DUES DEDUCTION**

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Association, an assignment authorizing payroll deduction of professional dues.

The Association shall provide the Superintendent with an authorized list of members' names from which membership dues are to be deducted and the amount to be withheld for each member. The authorized list shall be submitted twenty (20) days prior to the District's September 25th payroll date. The Board shall be under no obligation to deduct membership dues for an employee whose name is not contained on the authorized list. However, new employees who request dues deduction after September shall have total dues prorated on the basis of the remaining months of employment through August.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct an amount as equal as possible of the total dues from the regular salary check of the employee beginning no earlier than September 25 and ending in August of each succeeding year.

C. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by the employee by delivery of a thirty (30) day notice to the Board and to the Association of such revocation.

D. TERMINATION

Any employee who terminates employment shall provide verification to the Board from the Association that dues are paid in full, or that satisfactory arrangements have been made therefor.

E. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) days following each regular pay period, and listing of the employees from whom the deductions were made.

F. INDEMNIFICATION

The Association hereby agrees to indemnify and hold the Board, each individual Board member and all Administrators harmless against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the implementation of the provisions of this Article of the Agreement.

#### ARTICLE XVI - OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and savings bonds.

#### ARTICLE XVII - MISCELLANEOUS

A. TERM OF AGREEMENT

It is hereby agreed that this Agreement shall be effected as of July 1, 2001, and shall continue in full force and effect to and including June 30, 2003, on all language and articles excluding Article V, Sections A and B and Article VI, Sections A and B. In addition, the parties agree that either may re-open one additional language article during the 2002-2003 negotiations process.

B. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the



following designated addresses, or at such other addresses as may be designated by a party in written notification to the other party.

1. If by Association, to: Superintendent
2. If by Board, to: Dike -New Hartford Education Association  
c/o Dike-New Hartford Community School  
Dike, Iowa 50624

C. SEVERABILITY

It is hereby agreed that should any Article, Paragraph, Sub-Paragraph or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then the Article, Paragraph, Sub-Paragraph or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Paragraphs, Sub-Paragraphs or Clauses shall remain in full force and effect.

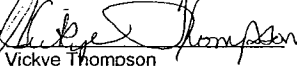
D. WAIVER

The waiver of either of the parties hereto of a breach of this Agreement by the other party shall not operate as, nor shall it be construed as, a waiver of any other breach hereof or of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives and attested to by their respective representatives on this 13<sup>th</sup> day of April, 2005.

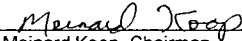
DIKE-NEW HARTFORD  
EDUCATION ASSOCIATION

BY

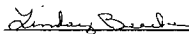
  
Vickye Thompson  
Negotiations Committee

DIKE-NEW HARTFORD  
COMMUNITY SCHOOL DISTRICT

BY

  
Meinard Koop, Chairman  
Board of Education

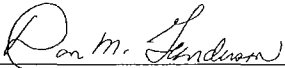
BY

  
Lindsey Beecher, Superintendent

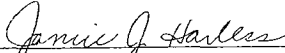
**Master Contract  
Memorandum of Agreement**

The Dike-New Hartford Educational Association agrees with the calendar as agreed upon below in 1998-1999. We agree to the following wording:

For the purpose of Parent-Teacher Conferences, the regular contractual day of 7 hours and 50 minutes may be extended an additional 3 hours and 55 minutes for each full time staff member no more than two times per semester. It is understood the lengthened work days are included in 180 contracted instructional days which shall result in two compensation days to facilitate a full week of spring break in mid-March. The week of spring break shall not be used for school makeup days.



Don M. Gunderson, Superintendent  
Dike-New Hartford Schools

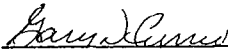


Janice J. Harless, Negotiator  
Dike-New Hartford Education Association

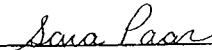
**Master Contract  
Memorandum of Agreement  
April 12, 2002**

The Dike-New Hartford Education Association and the Dike-New Hartford School District agree to the following modification in the assignment of high school co-curricular speech.

As a means to find coaches for the activity, the Head Speech assignment at an increment of 6% may be split between two coaches, one taking large-group head coaching and the other taking individual speech coaching, at a pay increment of 3% each. In a similar manner, the assistant speech position, at an increment of 3%, may be divided between two coaches with one doing large-group and the other individual coaching with each coach receiving a pay increment of 1.5%.



Gary D. Currie, Superintendent  
Dike-New Hartford Schools



Sara Paar, Negotiator  
Dike-New Hartford Education Association

# DIKE-NEW HARTFORD COMMUNITY SCHOOL

## SALARY SCHEDULE "A"

2005-06

BASE SALARY					
	24175				
LANE	A	B	C	D	E
STEP	BA	BA+12	BA+24	MA/BA+38	MA+12
0	24175	25142	26109	27076	28043
1	25142	26109	27076	28043	29010
2	26109	27076	28043	29010	29977
3	27076	28043	29010	29977	30944
4	28043	29010	29977	30944	31911
5	29010	29977	30944	31911	32878
6	29977	30944	31911	32878	33845
7	30944	31911	32878	33845	34812
8	31911	32878	33845	34812	35779
9	32878	33845	34812	35779	36746
10	33845	34812	35779	36746	37713
11	34812	35779	36746	37713	38680
12	35779	36746	37713	38680	39647
13	36746	37713	38680	39647	40614
14	37713	38680	39647	40614	41581
15	38680	39647	40614	41581	42548
16	39647	40614	41581	42548	43515
Negotiated Flat Dollar				1100	

Those staff members beyond step 16 will receive a negotiated flat dollar increase.  
Salaries are computed by taking last year's salary and adding the negotiated flat dollar amount.

DIKE-NEW HARTFORD COMMUNITY SCHOOL  
SCHEDULE "B" 2005-2006  
(The generator base for Schedule B is \$24,175)

EXTRA DUTY SCHEDULE																						
LANE	1%	1.5%	2%	2.5%	3%	3.5%	4%	4.5%	5%	5.5%	6%	6.5%	7%	7.5%	8%	8.5%	9%	9.5%	10%	10.5%	11%	11.5%
STEP																						
0	242	363	484	604	725	846	967	1088	1209	1330	1451	1571	1692	1813	1934	2055	2176	2297	2418	2538	2659	2780
1	251	377	503	629	754	880	1006	1131	1257	1383	1509	1634	1760	1886	2011	2137	2263	2388	2514	2640	2765	2891
2	261	392	522	653	783	914	1044	1175	1305	1436	1567	1697	1828	1958	2089	2219	2350	2480	2611	2741	2872	3003
3	271	406	542	677	812	948	1083	1218	1354	1489	1625	1760	1895	2031	2166	2301	2437	2572	2708	2843	2978	3114
4	280	421	561	701	841	982	1122	1262	1402	1542	1683	1823	1963	2103	2243	2384	2524	2664	2804	2945	3085	3225
5	290	435	580	725	870	1015	1160	1305	1451	1596	1741	1886	2031	2176	2321	2466	2611	2756	2901	3046	3191	3336
6	300	450	600	749	899	1049	1199	1349	1499	1649	1799	1949	2098	2248	2398	2548	2698	2848	2998	3148	3297	3447
7	309	464	619	774	928	1083	1236	1392	1547	1702	1857	2011	2166	2321	2476	2630	2785	2940	3094	3249	3404	3559
8	319	479	638	798	957	1117	1276	1436	1596	1755	1915	2074	2234	2393	2553	2712	2872	3032	3191	3351	3510	3670
9	329	493	658	822	986	1151	1315	1480	1644	1808	1973	2137	2301	2466	2630	2795	2959	3123	3288	3452	3617	3781
10	338	508	677	846	1015	1185	1354	1523	1692	1861	2031	2200	2369	2538	2708	2877	3046	3215	3385	3554	3723	3892

35

Junior High/Middle School Assignments

Junior High/Middle School Special Assignments

Head Coaches

Assistant Coaches

Football	5.5%	Football	3.5%
Basketball	5.5%	Basketball	3.5%
Wrestling	5.5%	Wrestling	3.5%
Track	4.5%	Track	3%
Volleyball	4.5%	Volleyball	3%
Baseball	4.5%	Baseball	3%
Softball	4.5%	Softball	3%

School Annual	3.5%	Clubs	1%
School Paper	3.5%	Student Council	1.5%
Instrumental Music	3.5%	Vocal Music	3.5%
Cheerleading (per ea of 3)	3.5%	Plays (each)	2.5%
		Concessions	2.5%

High School Assignments

High School Special Assignments

Head Coaches

Assistant Coaches

Football	11.5%	Football	8%
Basketball	11.5%	Basketball	8%
Wrestling	11.5%	Wrestling	8%
Volleyball	11.5%	Volleyball	8%
Baseball	9.5%	Baseball	7%
Softball	9.5%	Softball	7%
Track	8.5%	Track	6%
Tennis	7.5%	Tennis	6%
Cross Country	7.5%	Cross Country	6%
Golf	7.5%	Golf	6%

Speech	6.5%	Musical	6.5%
Speech Assistant	3.5%	Musical Assistant	4.5%
Instrumental	10.5%	Three-Act Plays (each)	3.5%
Vocal Music	8.5%	Technical Assistant	2.5%
Dance	8%	(Musical/Three-Act Plays)	
Clubs	1.5%	Concessions	5.5%
Cheerleading (per ea of 3)	3.5%	School Paper	2%
Student Council	2%	School Annual	7% / 2%
National Honor Society	2%	Prom (per ea of 2)	2.5%

Extra-Duty Assignments: \$200 for 10 assignments

**Collective Bargaining Agreement  
Between the Dike-New Hartford Board of Education  
and the Dike-New Hartford Education Association.**

**Modification to the July 1, 2006 to June 30, 2007 Collective Bargaining  
Agreement finally negotiated May 5, 2006**

Salary and Benefit Agreement

- The Schedule A base will increase \$675 to \$24,850.
- All certified staff off schedule would receive an \$1700 negotiated flat dollar amount.
- Add the number of days as required by state law and will provide a per day salary equivalent to 1/191 of their annual salary. The employee must be present to receive payment.
- If a teacher is off schedule and moves horizontally due to additional pre-approved educational hours the increase will be 4% of the base the year the teacher moves off schedule.

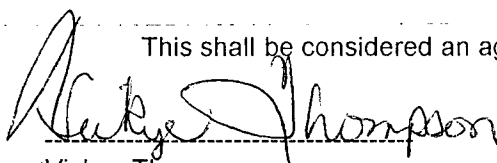
Total cost of the salary/benefit package as agreed:

\$137,861


Other Agreement language changes.

Each party presented one language item change but it was agreed by both parties to stay with the current contract language.

This shall be considered an agreement to be in effect beginning July 1, 2006.



Vickye Thompson  
Dike-New Hartford Education Assn.



Lindsey Beecher  
Dike-New Hartford Comm.School

# DIKE-NEW HARTFORD COMMUNITY SCHOOL

## SALARY SCHEDULE "A"

2006-07

BASE SALARY					
24850					
<b>LANE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>STEP</b>					
<b>0</b>	24850	25844	26838	27832	28826
<b>1</b>	25844	26838	27832	28826	29820
<b>2</b>	26838	27832	28826	29820	30814
<b>3</b>	27832	28826	29820	30814	31808
<b>4</b>	28826	29820	30814	31808	32802
<b>5</b>	29820	30814	31808	32802	33796
<b>6</b>	30814	31808	32802	33796	34790
<b>7</b>	31808	32802	33796	34790	35784
<b>8</b>	32802	33796	34790	35784	36778
<b>9</b>	33796	34790	35784	36778	37772
<b>10</b>	34790	35784	36778	37772	38766
<b>11</b>	35784	36778	37772	38766	39760
<b>12</b>	36778	37772	38766	39760	40754
<b>13</b>	37772	38766	39760	40754	41748
<b>14</b>	38766	39760	40754	41748	42742
<b>15</b>	39760	40754	41748	42742	43736
<b>16</b>	40754	41748	42742	43736	44730
<b>Negotiated Flat Dollar</b>				1700	

Those staff members beyond step 16 will receive a negotiated flat dollar increase. Salaries are computed by taking last year's salary and adding the negotiated flat dollar amount.

DIKE-NEW HARTFORD COMMUNITY SCHOOL  
SCHEDULE "B" 2006-2007  
(The generator base for Schedule B is \$24,850)

EXTRA DUTY SCHEDULE																						
LANE	1%	1.5%	2%	2.5%	3%	3.5%	4%	4.5%	5%	5.5%	6%	6.5%	7%	7.5%	8%	8.5%	9%	9.5%	10%	10.5%	11%	11.5%
STEP																						
0	249	373	497	621	746	870	994	1118	1243	1367	1491	1615	1740	1864	1988	2112	2237	2361	2485	2609	2734	2858
1	258	388	517	646	775	905	1034	1163	1292	1421	1551	1680	1809	1938	2068	2197	2326	2455	2584	2714	2843	2972
2	268	403	537	671	805	939	1074	1208	1342	1476	1610	1744	1879	2013	2147	2281	2415	2550	2684	2818	2952	3086
3	278	417	557	696	835	974	1113	1252	1392	1531	1670	1809	1948	2087	2227	2366	2505	2644	2783	2922	3062	3201
4	288	432	577	721	865	1009	1153	1297	1441	1585	1730	1874	2018	2162	2306	2450	2594	2738	2883	3027	3171	3315
5	298	447	596	746	895	1044	1193	1342	1491	1640	1789	1938	2087	2237	2386	2535	2684	2833	2982	3131	3280	3429
6	308	462	616	770	924	1078	1233	1387	1541	1695	1849	2003	2157	2311	2465	2619	2773	2927	3081	3235	3390	3544
7	318	477	636	795	954	1113	1272	1431	1590	1749	1908	2068	2227	2386	2545	2704	2863	3022	3181	3340	3499	3658
8	328	492	656	820	984	1148	1312	1476	1640	1804	1968	2132	2296	2460	2624	2788	2952	3116	3280	3444	3608	3772
9	338	507	676	845	1014	1183	1352	1521	1690	1859	2028	2197	2366	2535	2704	2873	3042	3211	3380	3549	3718	3887
10	348	522	696	870	1044	1218	1392	1566	1740	1913	2087	2261	2435	2609	2783	2957	3131	3305	3479	3653	3827	4001

**Junior High/Middle School Assignments**

Head Coaches

Football	5.5%
Basektball	5.5%
Wrestling	5.5%
Track	4.5%
Volleyball	4.5%
Baseball	4.5%
Softball	4.5%

Assistant Coaches

Football	3.5%
Basektball	3.5%
Wrestling	3.5%
Track	3%
Volleyball	3%
Baseball	3%
Softball	3%

**Junior High/Middle School Special Assignments**

School Annual	3.5%	Clubs	1%
School Paper	3.5%	Student Council	1.5%
Instrumental Music	3.5%	Vocal Music	3.5%
Cheerleading	3.5%	Plays (each)	2.5%
		Concessions	2.5%

**High School Assignments**

Head Coaches

Football	11.5%
Basketball	11.5%
Wrestling	11.5%
Volleyball	11.5%
Baseball	9.5%
Softball	9.5%
Track	8.5%
Tennis	7.5%
Cross Country	7.5%
Golf	7.5%

Assistant Coaches

Football	8%
Basketball	8%
Wrestling	8%
Volleyball	8%
Baseball	7%
Softball	7%
Track	6%
Tennis	6%
Cross Country	6%
Golf	6%

**High School Special Assignments**

Speech	6.5%	Musical	6.5%
Speech Assistant	3.5%	Musical Assistant	4.5%
Instrumental	10.5%	Three-Act Plays (each)	3.5%
Vocal Music	8.5%	Technical Assistant	2.5%
Dance	6%	(Musical/Three-Act Plays)	
Clubs	1.5%	Concessions	5.5%
Cheerleading (per ea.of 3)	3.5%	School Paper	2%
Student Council	2%	School Annual	7%/ 2%
National Honor Society	2%	Prom (per ea.of 2)	2.5%

Extra-Duty Assignments: \$200 for 10 assignments